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**MAY 21 2010**

**GREENWICH TOWNSHIP  
MUNICIPAL CLERK**

**COLLECTIVE NEGOTIATIONS AGREEMENT**

**BETWEEN**

**TOWNSHIP OF GREENWICH (Glou. County)**

**and**

**TEAMSTERS LOCAL 676**

**JANUARY 1, 2009 - DECEMBER 31, 2013**

## **PREAMBLE**

This Agreement entered into by the Township of Greenwich (hereinafter referred to as the "Township" or the "Employer") and Teamsters Local 676, (hereinafter referred to as the "Union"), has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment. This Agreement shall be retroactive to January 1, 2009, however, there shall be no wage increase or other increase in compensation in, or for, 2009.

## **ARTICLE I**

### **RECOGNITION**

A. The Employer recognizes Teamsters Local 676 as the sole and exclusive representative for the purpose of establishing salaries, wages, hours, and other conditions of employment for all personnel listed in the classifications herein, and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of employees, as established by the Laws of 1968, Chapter 303, and the amendment of Public law 1974, Chapter 123, approved October 21, 1974, Senate No. 1087.

B. The bargaining unit shall include the following titles: Laborer (all classes), Truck Driver, Sewer Equipment Operator, Utility Service, Trash Packer Helper, Truck Driver/Mechanic. Excluded are all managerial executives, confidential employees and supervisors within the meaning of the Act, craft employees, police, professional employees, casual employees, firefighters, white-collar employees, and all other employees.

## ARTICLE II

### DUES DEDUCTIONS AND AGENCY FEE

A. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the Township Treasurer during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorization from its members showing the authorized deduction for such employee or an official notification on the letterhead of the Union. and signed by the President of the Union advising of such changed deduction.

D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14.15.9e, as amended.

F. Pursuant to N.J.S.A. 34:13A-5.6, the Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of Union and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of Union during the month following written notice from Union of the amount of the fair-share assessment. A copy of the written notice of the fair-share assessment shall be furnished to the New Jersey Public Employment Relations Commission, if required by law.

H. The fair-share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of Union, less the cost of benefits financed through the dues and available only to members of the unit, but in no event shall the fee exceed eighty five percent (85%) of the regular membership dues, fees and assessments.

I. The sum representing the fair-share fee shall not reflect the cost of financial support of political causes of candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the employer.

J. At least annual, and as required by law, the Union shall provide advance written notice the information necessary to compute the fair-share fee for services enumerated above.

K. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Union shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of

action taken by the Township in reliance upon salary deduction authorization cards or the fair-share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of Union and signed by the President advising of such changed deduction.

M. The Union is required under this Agreement to represent all of the employees in the bargaining unit, and not only the members of the Union.

### **ARTICLE III**

#### **NON-DISCRIMINATION**

A. The Township and Union agree to adhere to all federal and State laws prohibiting employment discrimination.

B. There shall be no discrimination, interference or coercion by the Employer or its agents, or by the Union or its agents, against any individual due to union activity or refraining therefrom.

### **ARTICLE IV**

#### **BEREAVEMENT LEAVE**

A. All employees covered by this Agreement shall be granted bereavement leave with pay because of death in the family. Such leave shall start when requested to insure time off to attend the funeral and grieve the loss of the family member. Time off shall be as set forth below:

Spouse, son or daughter --- 5 days leave

Mother, father, sister, brother, or grandchild --- 3 days leave

Mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents of employee or spouse, uncle, aunt, cousin, niece or nephew of employee --- 1 day leave

B. The Township reserves the right to verify the need for, and appropriate use of, bereavement leave.

## **ARTICLE V**

### **HEALTH INSURANCE BENEFITS**

A. The Township shall provide all regular full-time employees with group insurance coverage that includes medical, dental, and prescription components. Employees shall become entitled to such coverage upon completion of the probationary period and the expiration of any applicable waiting periods. The Township may change its group insurance coverage carriers or choose to self-insure, provided that the level of benefits shall remain similar to those currently in effect. Township will afford the Union a review and non-binding comment period prior to change of carriers or to self insure.

B. The current health and insurance benefits shall be modified as follows on the noted effective dates or as soon thereafter as practical:

1. The practice of reimbursing deductibles and co-payments, if any, shall be eliminated effective January 1, 2010.
2. Co-payments for doctor's visits shall increase from \$10 to \$15 effective January 1, 2012.
3. The following changes shall be made to the prescription program:
  - a. Retail prescriptions shall be limited to a 30-day supply effective no later than June 1, 2010.
  - b. Co-payments for generic drugs shall be increased to \$7.50 effective June 1, 2010, and \$10 effective January 1, 2012.
  - c. Co-payments for brand name drugs shall be increased to \$15

effective June 1, 2010, and to \$20 effective January 1, 2012.

d. Employees shall be entitled to a three-month supply of mail order drugs for two co-payments (2x) effective no later than June 1, 2010.

4. The following cost containment practices shall be implemented, no later than June 1, 2010:

a. Automatic substitution for generic at retail and mail order unless doctor indicates no substitution is permissible.

b. Mandatory use of mail order after second retail refill for maintenance drugs.

5. The parties recognize the escalating cost of health care as a mutual concern. The parties agree to continue to explore and implement, where feasible, cost containment alternatives through the negotiation process during the term of this agreement.

C. Retiring bargaining unit employees shall be entitled to continued medical and prescription benefits in accordance with the terms and eligibility criteria set forth in Township Code Section 30-22, as amended by Ordinance 9-2002, and as such entitlement has been, or may be, further amended. Retiring employees will receive the same medical and prescription coverages during retirement (excluding dental and vision), as are in effect for active employees, as the same may be changed from time to time. Employees who retire after January 1, 2010, who are eligible either on their own account or through their spouse must enroll for Medicare Parts A and B (or any successor program), at their expense, to be eligible for continued coverage through the Township. The Township's insurance will then become secondary to Medicare.

D. The Township will pay for each employee and family to receive an eye examination and prescription glasses or contacts each year. The total cost of this benefit shall

not exceed \$250 per year per family.

E. If an employee is killed during active employment, the spouse and children shall receive all medical and dental benefits to which the employee would have been entitled at the time of the employee's death. The benefits for the widow/widower shall continue until such time as said widow/widower remarries. The benefits shall continue for the children until such time as they become emancipated.

F. The Township shall pay for all health insurance for the widow/widower of an employee who has completed ten (10) years of employment with the Township.

G. The Township shall pay for all health insurance for the employee and family if the employee becomes permanently and totally disabled after ten (10) years of employment with the Township.

H. The Township shall pay the cost of and maintain a life insurance policy that will pay the beneficiary of the employee ten thousand dollars (\$10,000.). This policy shall remain in effect until the last day of the insurance month in which that employee leaves the job or retires.

I. The Township shall provide each employee with weekly income insurance. The Township shall be the beneficiary of the weekly income insurance as long as it is paying the employee's salary. When the employee's sick leave is used up and the Township stops paying his salary, the weekly insurance shall be paid to that employee.

## ARTICLE VI

### HOLIDAYS AND PERSONAL LEAVE

A. All employees covered by this Agreement shall be entitled to the following paid holidays:

- a. New Year's Day

- b. Martin Luther King Day
- c. Washington's Birthday (President's Day)
- d. Good Friday
- e. Memorial Day
- f. Independence Day
- g. Labor Day
- h. General Election Day
- i. Veteran's Day
- j. Thanksgiving Day
- k. Day after Thanksgiving
- l. Christmas Day
- m. Employee's Birthday

B. In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday.

C. In addition to holiday time, time worked on a holiday shall be paid at time and one-half the employee's regular rate of pay.

D. Employees who are on a leave of absence without pay will not be eligible for holiday pay.

E. Whenever a holiday falls during the time an employee is on an approved paid sick leave that day shall not be charged against sick time.

F. Each full-time employee shall be entitled to three personal days per calendar year. Notice of intent to take a personal day shall be given to the employee's supervisor at least seven days prior to the date requested for leave; provided, however, that this seven-day notice requirement may be waived upon the mutual consent between the employee and the supervisor. Personal days shall not accumulate from year to year.

G. The employer shall give a personal day to each employee who goes six consecutive months with no lost time due to illness or injury. The day shall be used during the six-month period immediately following the day it is given.

H. The employee's birthday holiday may be taken on a day other than the actual birthday, subject to the approval of management.

## ARTICLE VII

### SICK LEAVE

A. Employees shall receive sick leave of one and one-quarter (1 ¼) days per month starting with the date of hire and shall be carried over on an unlimited basis. An employee shall use no sick leave while that employee is in his or her probationary period.

B. The employer has the right to request a medical examination by a doctor of its choosing or to ask the employee for verification of his or her injury or illness through the submission of a medical report or letter. The Township shall have the right to investigate the use of sick leave, as it may determine.

C. Any employee of the Township who retires from the Township in good standing shall be entitled to compensation for any unused sick leave that said employee has accrued during the employee's years of service with the Township. Said compensation shall be determined by using the employee's daily rate of compensation, at the time of retirement, multiplied by the number of unused sick days accrued by the employee, which will determine the value of the unused sick leave accrued by the employee. The Township will pay the employee thirty-five (35%) of the value of the unused sick leave, upon retirement. The Township shall make this payment to the retired employee during the month of January of the year following the employee's retirement. Retiring employees shall have the option of being paid their accumulated time in three equal annual installments over a three year period. This benefit shall be capped at \$15,000 for employees hired after May 1, 2010.

## ARTICLE VIII

## **VACATION LEAVE**

A. Employees shall receive an annual vacation allotment in accordance with the following schedule:

After fifty (50) weeks of service: One (1) week of vacation  
After two (2) years of service: Two (2) weeks of vacation  
After five (5) years of service: Three (3) weeks of vacation  
After ten (10) years of service: Four (4) weeks of vacation  
After twenty (20) years of service: Five (5) weeks of vacation

B. Vacations shall be scheduled for the mutual convenience of the Township and its employees. Vacations shall be scheduled by the Department Head or designee so as not to interfere with the efficient operation of the Department, in accordance with the following.

1. All vacation will be chosen on the basis of position and then seniority.
2. All vacation time must be used in the current year and cannot be accumulated, except as provided in Section C, below.
3. Extra compensation will not be allowed in lieu of unused vacation.
4. All vacations are subject to the approval of the Superintendent of Public Works, and of necessity depend upon the work of the Township permitting such vacation leave.
5. Vacations by all employees are to be scheduled so that no more than twenty percent (20%) of the work force is away from their duty posts for any one period of time. Seniority based upon date of hire by the Township shall control in cases of conflicting vacation requests.

C. Any employee may carry over or bank up to one (1) week of vacation time or five (5) vacation days. Not more than one (1) week of banked vacation time can be maintained at any one time. If there are extraordinary circumstances which create a situation where an employee cannot use all of his vacation time, in excess of one (1) week, he or she may request special

consideration from Mayor and Council to carry over additional vacation time, but the special time carried over must be used within ninety (90) days after the situation causing the employee not to be able to use his vacation time has changed. All written requests for carrying over vacation time must be submitted to Mayor and Council prior to the second scheduled meeting of the Township Committee in the month of December. All vacation time carried over must have written approval of Mayor and Council.

D. Accumulated vacation time shall be paid to an employee upon separation of employment. If an employee dies while having unused vacation time, a sum of money equal to the amount of vacation days based upon the compensation of such employee, shall be calculated and paid to the estate of said employee. The vacation time for the year of separation/death shall be pro rated.

E. An employee may use one (1) week, or 5 days on a per day basis with approval of the Superintendent or his designee so as not to interfere with the daily work schedule.

## ARTICLE IX

### GRIEVANCE PROCEDURE

A. A grievance shall be defined as a dispute or disagreement raised by an employee against the department involving the application of the specific provisions of this agreement, or any other dispute arising out of the employee's employment.

B. Grievances, as herein defined, shall be processed in the following manner:

1. An employee or a group of employees, or their delegated representative, who consider they have a grievance may present such a grievance within ten (10) working days of its alleged occurrence, or when the employee should reasonably have known of its occurrence, to the employee's immediate supervisor who shall attempt to resolve it within five (5) working days

after it is presented.

2. If after five (5) working days from receipt of the immediate supervisor's response the grievance remains unresolved, the grievance, in writing, may be presented to the department head who shall attempt to resolve it within five (5) working days after it has been presented to him/her. The written statement shall include the section(s) of the agreement allegedly violated, the facts, and the remedy sought.

3. If after five (5) working days from receipt of the response of the department head the grievance remains unresolved, the grievance, in writing, together with all other pertinent materials may be presented to the Township Administrator.

4. Any grievance involving the application of this Agreement which is not resolved within ten (10) working days after it is presented to the Administrator may be referred to arbitration. The demand for arbitration must be filed, in writing, within ten (10) working days after the administrator's response or failure to timely respond. Only grievances involving the application of the specific provisions of this Agreement, including disciplinary actions, may be submitted to arbitration. The demand for arbitration shall be filed with the Administrator and PERC.

a. A list of arbitrators shall be requested from the New Jersey Public Employment Relations Commission (PERC). An arbitrator shall be selected in accordance with PERC's rules and regulations.

b. It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The arbitrator shall render his/her decision based on the provisions of the agreement within thirty (30) days after such hearing. The decision shall be final and binding upon the parties and upon the grievant to the extent

permissible by law. The cost of the arbitrator shall be borne equally by the parties hereto. In all other respects the parties shall bear their own costs.

- c. Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to add to, subtract from, or modify in any way any of the present provisions of this Agreement.
- d. The arbitration proceeding shall be conducted in accordance with the rules of the New Jersey Public Employment Relations Commission (PERC).

e. The arbitrator shall be limited to hearing a single grievance unless the Township and Union agree, in writing, to consolidate multiple grievances into a single hearing.

5. Any and all time limits specified in the grievance procedure may be waived by the mutual written agreement of the parties. Failure by the employee to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance. Failure by the employer to submit a reply within the specified time limits shall be treated as a denial and shall permit the Union to proceed to the next step in the grievance procedure. For the purposes of this article, "working days" shall mean Monday through Friday, normal business days.

## ARTICLE X

### EMPLOYEE'S BILL OF RIGHTS

A. No employee shall be required by the employer and/or its agents to submit to an investigatory interview unless the employee is afforded the opportunity of Union representation.

B. No recording devices or stenographic record of any kind shall be used or made of any labor-management meeting. This section shall not apply to the use of certified court reporters or arbitrator's personal typing devices during arbitration hearings.

C. In all disciplinary hearings the burden of proof shall be on the employer.

## **ARTICLE XI**

### **HOURS OF WORK AND OVERTIME**

A. The Township shall establish, modify and change work schedules, but shall provide the union and the affected employees two weeks advance notice of any schedule modification or change, and shall, upon request, meet and discuss the schedule modification or change with the Union.

B. Each full-time employee shall be entitled to two (2) fifteen-minute breaks per work day, to be scheduled by the employee's supervisor.

C. Employees shall receive overtime pay at the rate of time and one-half their regular rate of pay for all hours worked beyond forty (40) in a week, defined as 12:00 am Sunday through 11:59 pm the following Saturday. Notwithstanding the foregoing, all existing practices pertaining to the work schedules of utility department employees assigned to the "rotating 3 man 7 day schedule," including existing practices pertaining to entitlement to overtime pay, shall be continued in full force and effect under this Agreement.

D. For the duration of the contract employees assigned to "On Call" duty on weekdays shall receive thirty five dollars (\$35.00) per "On Call" shift. The weekday "On Call" shifts are as follows:

Monday	3:00 PM to Tuesday 7:00AM
Tuesday	3:00 PM to Wednesday 7:00AM
Wednesday	3:00 PM to Thursday 7:00AM
Thursday	3:00 PM to Friday 7:00AM
Friday	3:00 PM to Saturday 7:00AM

Employees assigned to "On Call" duty on weekends shall receive fifty dollars (\$50.00) per "On Call" shift. The weekend "On Call" shifts are as follows:

Saturday	7:00 AM to Sunday 7:00 AM
Sunday	7:00 AM Sunday to Monday 7:00 AM

Employees assigned to "On Call" duty on Township recognized holiday shall receive fifty Dollars (\$50.00) per "On Call" shift. The holiday "On Call" shift is defined as the 24 hour period beginning 7:00 AM the day of the holiday until 7:00 AM the day next following.

On Call duties are defined in a job description as prepared by the Superintendent of Public Works.

## ARTICLE XII

### UNION BULLETIN BOARDS

A. The Township shall provide a bulletin board to be used exclusively for the posting of Union notices.

B. Material to be placed on the Union bulletin board will consist only of the following:

1. Notices of Union elections and the results of the elections.
2. Notices of Union legislation.
3. Notices of Union meetings.
4. Notices of Union social and recreational events.
5. Notices concerning official Union business.

Material that is defamatory, incendiary, political or in violation of the Township conduct/harassment policies shall not be posted.

## ARTICLE XIII

### PERSONNEL FILE

A. No disciplinary notice or reprimand regarding an employee shall be placed in the personnel file until it is served on the employee and shop steward in accordance with this Contract.

B. An employee upon written request shall have a reasonable opportunity to review his personnel file in the presence of an appropriate official of the Township.

C. Upon written notice to the Administrator, employees shall be allowed to receive reasonable copies of all material contained in their personnel files.

#### **ARTICLE XIV**

##### **UNION BUSINESS**

A. The Union may designate two (2) shop stewards. The designated shop stewards shall be granted reasonable paid release time for investigating and/or adjusting grievances, provided they first request permission from their supervisors, which permission shall not be unreasonably denied, and provided further that such release time shall not disrupt the Township's operations.

B. Leave shall be granted to up to two (2) Union representatives to attend union sponsored seminars to assist them in performing their duties for a total of four days per year (two days per representative), provided that such release time shall not disrupt the Township's operations, and provided further that at least two (2) weeks advance notice is provided to the Township.

C. Employees, including stewards, have no authority to take any action that interrupts the Township's business or to countermand the orders of management. Employees who engage in, or encourage, others to engage in a strike, slow down or work stoppage are subject to discipline, including discharge.

#### **ARTICLE XV**

## UNIFORMS

- A. The Township shall provide 5 safety T-shirts per employee per year.
- B. The Township shall provide each employee with one hooded sweatshirt and one winter coat per contract term.
- C. The Township shall repair or replace the T-shirt, sweatshirt, or winter coat, at the Township's option, if the article of clothing is damaged in the line of duty not due to the employee's negligence.
- D. Each employee shall receive an annual shoe allowance of \$150.00 during the term of the contract. The employee shall be reimbursed for monies spent upon the presentation of a receipt for the purchase of said work shoes. Said reimbursement shall be within a reasonable amount of time. Shoe purchase opportunities may also be arranged through a shoe catalogue or a visiting shoe van.
- E. The Township will provide storm boots, hip boots and protective clothing as needed.
- F. Each employee shall wear the clothing provided by the Township during the performance of his/her assigned duties.

## ARTICLE XVI

### DISABILITY INSURANCE

- A. The Township shall continue to provide employees with coverage under the current Township Group Short Term Disability Insurance at the benefit level of 70% of the first \$429 of pre-disability earnings, reduced by deductible income, to a maximum of \$300 before reduction by deductible income.

- B. The Township agrees that it will increase the benefit level of its Group Short

Term Disability Insurance if it is able to purchase a higher benefit at a cost that does not exceed the per-employee disability insurance premium cost incurred by the Township in 2002.

## **ARTICLE XVII**

### **SALARIES**

- A. There shall be no increase in 2009.
- B. All employees covered by this Agreement shall as of January 1, 2010, receive an increase of 2.5% , calculated on the yearly salary they received as of December 31, 2009.
- C. All employees covered by this Agreement shall on January 1, 2011, receive an increase of 2.5%, calculated on the yearly salary they received as of December 31, 2010.
- D. All employees covered by this Agreement shall on January 1, 2012, receive an increase of 2.5%, calculated on the yearly salary they received as of December 31, 2011.
- E. All employees covered by this Agreement shall on January 1, 2013, receive an increase of 2.5%, calculated on the yearly salary they received as of December 31, 2012.
- F. During the term of the contract, employees who are assigned to leaf, grass, vegetation or brush removal will receive a premium of \$2.00 per hour after five consecutive hours per day on leaf, grass, vegetation or brush removal duty, retroactive to the first hour of leaf or grass removal on that day.
- G. An employee assigned to perform the duties of a higher classification shall be paid the rate of the higher classification after five consecutive hours per day retroactive to the first hour on that day. The superintendent shall approve assignment of employees to higher classification jobs prior to commencement of work.

### **EMPLOYEES COVERED BY THIS AGREEMENT**

	2009	2010	2011	2012	2013
1. Laborer - 1 <sup>st</sup> Class	23.43	24.01	24.61	25.23	25.86
2. Laborer - 1 <sup>st</sup> Class**	23.88	24.47	25.08	25.71	26.35
3. Laborer - 2 <sup>nd</sup> Class	22.51	23.07	23.64	24.24	24.84
4. Laborer - 2 <sup>nd</sup> Class**	23.43	24.01	24.61	25.23	25.86
5. Laborer - 3 <sup>rd</sup> Class	19.92	20.41	20.92	21.45	21.98
6. Laborer - 3 <sup>rd</sup> Class**	20.33	20.83	21.35	21.89	22.44
7. Laborer - 4 <sup>th</sup> Class	17.31	17.74	18.18	18.64	19.10
8. Laborer - 4 <sup>th</sup> Class**	17.73	18.17	18.62	19.09	19.57
9. Laborer - 5 <sup>th</sup> Class	14.65	15.01	15.39	15.77	16.17
10. Laborer - 5 <sup>th</sup> Class**	15.09	15.46	15.85	16.25	16.65
11. Truck driver	27.32	28.00	28.70	29.42	30.15
12. Truck driver**	27.74	28.43	29.14	29.87	30.61
13. Sewer plant operator	27.97	28.66	29.38	30.12	30.87
14. Sewer plant operator**	28.41	29.12	29.84	30.59	31.35
15. Utility service	25.05	25.67	26.31	26.97	27.65
16. Utility service**	25.47	26.10	26.75	27.42	28.11
17. Trash packer helper	26.94	27.61	28.30	29.01	29.73
18. Trash packer helper**	27.36	28.04	28.74	29.46	30.20
19. Truck driver/mech.	28.57	29.28	30.01	30.76	31.53
20. Truck driver/mech.**	28.98	29.70	30.44	31.20	31.98

\*\* (10 years or more)

## ARTICLE XVIII

### SENIORITY

The Township shall maintain an accurate, up-to-date seniority roster showing date of hire, classification, and pay rate of each employee covered by this Agreement, and the Township shall furnish copies of it to the Union upon reasonable request.

The Township may institute layoff actions for economy, efficiency or other related reasons, but will first consider voluntary alternatives. Layoff and reductions in force determinations shall be based upon the needs of the Township. Where criteria are equal, including ability to perform the work, seniority shall prevail.

## ARTICLE XIX

## **SAFETY**

The employer shall at all times comply with the mandatory requirements of PEOSHA.

## **ARTICLE XX**

### **DUPLICATION OF AGREEMENT**

The Township shall provide one copy of the final Agreement to each bargaining unit member.

## **ARTICLE XXI**

### **SEVERABILITY AND SAVINGS**

A. In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable state or federal law or regulation, such determination shall not impair the validity and enforceability of the remaining other provisions of this Agreement.

B. It is the parties' intent that the terms and conditions of this Agreement shall supersede any conflicting Township Ordinance.

## **ARTICLE XXII**

### **FULLY BARGAINED AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues that were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

## **ARTICLE XXIII**

### **PROBATIONARY EMPLOYEES**

A. Employees newly hired into bargaining unit titles shall be deemed probationary during their first six months of employment. Such employees may be terminated at the will of the Township, without recourse to the contractual grievance procedure, during their six-month probationary period.

B. Employees newly promoted into higher bargaining unit titles shall be deemed probationary during their first three months of employment in the higher title. Such employees may be demoted at the will of the Township, without recourse to the contractual grievance procedure, during their three-month probationary period.

## **ARTICLE XXIV**

### **NO STRIKE PLEDGE**

In addition to any other restriction under the law, the Union will not cause a strike or a work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work, or in any manner cause interference with or stoppage of the Township's work.

## **ARTICLE XXV**

### **MANAGEMENT RIGHTS**

A. The Township hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following

rights:

1. The executive management and administrative control of the Township and its properties and facilities, and the activities of its employees.
  2. The hiring of all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees.
  3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
  4. To establish, modify or change work schedules, provided two weeks' notice is given to the affected employees of work schedule changes.
  5. To assign shifts and work locations, and to create new work locations.
  6. To establish, modify, and enforce work rules, regulations and orders. The Township agrees to provide ten (10) working days advance notice of new work rules/regulations where practicable and except in emergency situations. This right shall not deny the Union of its right to negotiate over mandatorily-negotiable terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties, or responsibilities of the Township, the furtherance thereof, and the use of judgment and discretion in Connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under any national, state, county or local laws or ordinances.

## ARTICLE XXVI

### DISCIPLINE AND DISCHARGE

A. The continued employment of each employee depends upon his acceptable performance, conduct and attendance and his compliance with the directions, rules, and regulations of the Employer. Failure to comply with any of these conditions, or other rules and standards that generally apply to the workplace, will result in discipline including oral or written warnings, suspension or discharge.

B. Discharge on the first occasion will result from misconduct for which progressive discipline is not considered appropriate, taking all the relevant facts and circumstances into consideration. The following are non-exclusive examples of the type of conduct which may warrant immediate discharge:

1. Calling, encouraging or participating in any strike, work stoppage or walk out.
2. Violation of the Township's drug and alcohol policy. (The Township has the right to have the employee tested for such offenses.)
3. Theft or dishonesty
4. Engaging in violence in or related to the workplace or while on Township duty.
5. Unauthorized use or misuse of Township vehicles.
6. Insubordination or similar conduct.
7. Engaging in prohibited harassment of other persons, or otherwise violating the Township's policy against discrimination and/or harassment.

C. Employees will receive at least a written warning and/or a suspension prior to discharge for conduct for which progressive discipline is considered to be appropriate.

D. Any charge brought against an employee shall be served on the employee, with a copy to the local union, and shall contain a written charge specifying the offense charged, including dates, times and places.

E. Employees shall not be disciplined without good and just cause.

F. Discipline shall be grievable through the grievance procedure set forth in this Agreement. Any employee being subjected to disciplinary action shall be served with written notice of discipline, with a copy of the notice being simultaneously being supplied to the local union shop steward. The service of the notice shall constitute an "occurrence" for purposes of the grievance procedure. Grievances upon disciplinary actions may be appealed to arbitration.

## ARTICLE XXVII

### SCHOOLS & LICENSES

A. The Township shall reimburse employees for schooling relating to Public Works operations to include tuition, books and required materials. Employee shall present documentation indicating a passing grade to receive reimbursement.

Schooling must be approved by the Superintendent of Public Works, Township Administrator and Chief Financial Officer prior to registration to be eligible for reimbursement. School shall not interfere with the employee's work schedule unless authorized by the Superintendent of Public Works. Schooling may be approved or denied at the discretion of management.

B. Employees who are currently licensed pertinent to Public Works operations as of May 1, 2010, and utilize said licenses in the performance of their assigned duties, shall be paid an hourly premium of \$.25 per hour per license for the following licenses:

W (Water Distribution)

T (Water Treatment)  
S (Sewer Treatment)  
C (Sewer Collection)  
N (Industrial Collection)

Failure to maintain a license, or failure to accept an assignment requiring a license, shall cause the loss of said premium.

### ARTICLE XXVIII

#### DURATION OF AGREEMENT

- A. This Agreement shall be in full force and effect from January 1, 2009 until December 31, 2013.
- B. The parties agree that negotiations for a successor Agreement and the modifying or altering of any terms of this Agreement shall commence no later than November 1, 2013. It is further agreed that all provisions of this Agreement will be held binding until a successor agreement is signed, and that neither party to this Agreement shall be relieved from any of the obligations hereunder unless specifically modified by written agreement duly executed by both parties.

IN WITNESS WHEREOF, the parties have signed this 20 day of May, 2010.

TOWNSHIP OF GREENWICH

TEAMSTERS LOCAL 676

The image shows several handwritten signatures in black ink. On the left, there are four signatures stacked vertically: 'Joseph L. DiPietro' (top), 'Raymond A. Kilkenny' (second), 'Will J. Fife' (third), and 'George W. ...' (bottom). On the right, there are two signatures: 'B. M. O'Brien' (top) and 'John ...' (bottom). The signatures are cursive and appear to be official signatures.

**RESOLUTION NO. 99-2010**

**RESOLUTION APPROVING AGREEMENT BETWEEN THE  
TOWNSHIP OF GREENWICH AND TEAMSTERS LOCAL 676**

**WHEREAS**, the employees of the Public Works Department of the Township of Greenwich are represented by Teamsters Local 676; and

**WHEREAS**, the existing agreement for establishing salaries, wages, hours and other conditions of employment for certain employees of the Public Works Department expired December 31, 2008; and

**WHEREAS**, a new agreement (Exhibit A) is proposed and recommended to Mayor and Council by the Township Administrator; and

**NOW, THEREFORE**, be it resolved by the Mayor and Council of the Township of Greenwich, County of Gloucester, State of New Jersey to approve the agreement attached as Exhibit A between the Township of Greenwich and Teamsters Local 676 for the time period January 1, 2009 through December 31, 2013;

**BE IT FURTHER RESOLVED** to authorize the Mayor and Municipal Clerk to sign the agreement (Exhibit A) on behalf of the Township of Greenwich.

**ADOPTED** at a special meeting of the Mayor and Council of the Township of Greenwich held on this 20<sup>th</sup> day of May, 2010.

ATTEST:

Lori L. Biermann  
LORI L. BIERMANN,  
Municipal Clerk

APPROVED:

George W. Shivery, Jr.  
GEORGE W. SHIVERY, JR.,  
Mayor